



STATE OF LOUISIANA  
INVITATION FOR BID

PROPOSAL NO.: AC-53

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PROPOSAL MUST BE RECEIVED NO LATER THAN

TIME: 10:00 A.M.

DATE: May 7, 2002

FOR INFORMATION CONTACT: Melissa Harris

PHONE NUMBER: (225) 342-8416

This document constitutes an invitation to submit sealed bids, including prices, from qualified individuals and organizations to furnish those services and/or items described herein.

Proposals **must** be mailed to the Office of the Governor, Division of Administration (DOA), Office of Risk Management or hand carried to its offices at 626 North Fourth Street, 4<sup>th</sup> Floor, P. O. Box 94095, Baton Rouge, Louisiana 70804-9095.

STATE OF LOUISIANA – VARIOUS STATE DEPARTMENTS, AGENCIES, BOARDS AND COMMISSIONS

FOR:

PART I - AIRCRAFT INSURANCE

- A. Aircraft Hull
- B. Aircraft Liability (including non-owned aircraft liability and, where applicable, student renters liability)

PART II - AIRPORT LIABILITY INSURANCE

CONTRACT PERIOD:

Policy to be effective for the period of 12:01 A.M. **July 1, 2002** to 12:01 A.M. **July 1, 2003** with two (2) one-year options to renew at the same rates. Bids will be received up to **10:00 A.M., May 7, 2002** by the Administrative Section of the Office of the Governor, Division of Administration, Office of Risk Management, 626 North Fourth Street, 4th Floor, Baton Rouge, Louisiana. At the same hour of the same day and date bids will be publicly opened and read in the conference room at the Division of Administration, Office of Risk Management address. Bids received after this time will be returned to the bidder/contractor unopened.

BIDDER/CONTRACTOR INFORMATION/SIGNATURE:

The bidder hereby agrees to provide the insurance coverage and related services, at the prices quoted, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the State of Louisiana, a binding contract, as defined herein, **shall** exist between the bidder and the State of Louisiana.

Insurance Agency Name

Signature of Designated Authorized Insurance Agency Representative

Print Name

Title

Mailing Address (Bidding Agency)

Telephone

City

State

Zip Code

THE FOLLOWING SECTION IS FOR STATE OF LOUISIANA USE ONLY

NOTICE OF AWARD

PROPOSAL NUMBER:➔

AC-53

This proposal is accepted by the State of Louisiana as follows:

STATE RISK UNDERWRITING SUPERVISOR

STATE RISK DIRECTOR

DATE

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**STATE OF LOUISIANA  
OFFICE OF RISK MANAGEMENT (ORM)**

**PART I**

**TERMS AND CONDITIONS OF AN INVITATION FOR BID**

**1. Terminology of an Invitation for Bid (IFB)**

Throughout this document the words "bidder", "contractor", and "policy" may pertain to one or more bidder(s), contractor(s), or policy(ies).

Whenever the following words and expressions appear in an Invitation for Bid document or any amendment, exhibit, or attachment thereto, the definition or meaning described below **shall** apply.

- 1.1 Authorized** - Is an admitted or non-admitted insurance company (or syndicate of companies) approved by the Commissioner of Insurance to do business in the State of Louisiana.
- 1.2 Bid Close Date and Time and Similar Expressions** - The exact deadline required by the IFB for the physical receipt of bids by the Division of Administration (DOA), Office of Risk Management in its office.
- 1.3 Bidder** - The person or organization that responds to an IFB with a proposal and prices to provide the service, supplies, or equipment as required in the IFB document. **All provisions contained in this solicitation, which are addressed to the bidder, shall apply equally to the contractor.**
- 1.4 Budget Agency or State Budget Agency** - Any unit of state government in the State of Louisiana for which the policy of insurance and service is being purchased by the OFFICE OF RISK MANAGEMENT sometimes hereinafter referred to as ORM.
- 1.5 Buyer** - The procurement staff member of ORM.
- 1.6 Contractor** - The person or organization who enters into a legally binding contract thereby agreeing to perform a service and/or to furnish supplies or equipment in return for the payment of money and includes the bidding agent or agency and the insuring company whose names appear on the cover sheet and EXHIBIT III of the invitation for bid. **All provisions contained in this solicitation, which are addressed to the contractor, shall apply to the bidder.**
- 1.7 Guaranteed Cost** - Premium charged on a prospective basis, fixed or adjustable, or on a specified rating basis, but never on the basis of loss experience. In other words, the cost is guaranteed to the extent that it will not be adjusted based on the loss experience of the insured during the period of coverage. The rate(s) **must** remain fixed during the contract period.
- 1.8 Invitation for Bid or IFB** - Those procurement documents issued by ORM to potential bidders/contractors for the purchase of insurance coverage and related service as described in the document. The definition includes all attachments, exhibits, schedules, supplemental pages, and/or amendments thereto.
- 1.9 Manuscript Endorsement** - Any unprinted, typed endorsement changing any conditions, agreements, exclusions or warranties of the contract.
- 1.10 Must and Shall** - When these words are used the performance of a certain act is a mandatory condition and **shall** be performed exactly as described.

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**1.11 Designated Authorized Representative** - When used in regards to the insurance company or an incorporated insurance agency, these words mean an elected corporate officer with power of attorney for the insurance company/agency. The requirements of power of attorney are specified in PART IV, Section 3 of these specifications. When used in regards to an unincorporated insurance agency, these words mean the owner of the agency.

## **2. Open Competition**

It is the intent and purpose of ORM that the Invitation for Bid permits free and open competition. However, it **shall** be the bidder's/contractor's responsibility to advise ORM if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements to a single source or otherwise unduly or unnecessarily prohibits the submission of a bid. The notification **must** be received by ORM within ten (10) calendar days prior to the bid close date and time. Bidders are requested to bring to the attention of ORM any perceived problems with these specifications at the earliest possible opportunity in order to allow clarification or amendment with minimum disruption to the bid process.

## **3. The Invitation for Bid Document (IFB)**

**3.1** The IFB contains two basic types of requirements and information, although it may be organized into several parts. One type consists of the scope of work (technical requirements) and related contractual commitments with which the bidder/contractor **must** comply if awarded a contract. The other type consists of those basic instructions and procedural requirements which **must** be observed and satisfied by the bidder/contractor when submitting a bid for consideration.

**3.2** The IFB or a Notice to Bidders is mailed to persons and organizations at the address currently on file with the DOA, Purchasing Section. If any portion of the address is incorrect, the bidder/contractor **must** notify the buyer upon receipt of the document. Any subsequent amendment to an IFB will be mailed to the same address as the original IFB unless otherwise notified.

## **4. Amendments to an Invitation for Bid**

**4.1** ORM reserves the right to officially modify (or cancel) an IFB after issuance. Such a modification shall be identified as an amendment and numbered in a sequential order as issued.

**4.2** If bidder/contractor has not received all amendments which have been issued by ORM, it is the bidder's/contractor's responsibility to contact ORM to obtain a copy(ies) of the amendments. If the designated authorized representative of the insurance agency fails to acknowledge receipt of all amendment(s) by signing the amendment(s) in the designated area and returning same with bid response, the bidder's/contractor's submission will not be considered a responsive bid.

**4.3** The designated authorized representative of the insurance agency may acknowledge the acceptance of the conditions of an amendment by telegraphic notice or electronic mail services if issued to and physically received in the Office of Risk Management - Administrative Section no later than the official bid close date and time. Verbal messages from either a telegraph company or the bidder/contractor shall not be permitted or considered as an acceptance of an amendment.

## **5. Questions by Bidders**

**5.1** Any questions related to an IFB **must** be directed to the buyer in ORM whose name appears at the top of the form on page 1. Prior to the award of the IFB, the bidder/contractor **shall** not contact nor ask questions of the State agency for which the required insurance is being procured, unless so stated elsewhere in these specifications. **Questions shall be submitted in writing and will be answered in writing in the form of an amendment and forwarded to all**

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**vendors who were mailed an IFB.** Any correspondence related to an IFB should refer to the appropriate IFB number, page and paragraph number, etc. However, do not place the IFB number on the outside of the envelope containing questions since such an envelope will be identified as a sealed bid and will not be opened until after the official bid close date and time. Correspondence should be mailed to the Office of Risk Management, P. O. Box 94095, Capitol Station, Baton Rouge, LA 70804-9095.

- 5.2** All questions **must** be received by ORM at least fifteen (15) calendar days prior to the bid opening date. All answers will be mailed to the vendors at least ten (10) calendar days prior to the bid opening date.

**6. Instructions for Submission of Bid(s) by Bidders/Contractors**

- 6.1** A proposal submitted **must** be manually signed in ink by the designated authorized representative of the insurance agency and the insurance company. ORM will accept either the original insurance company designated authorized representative's signature submitted with the bid response **or** a facsimile copy of the insurance company designated authorized representative's signature on EXHIBIT III in lieu of an original signature. The original of EXHIBIT III containing the insurance company designated authorized representative's original signature **must** be received at ORM's office within ten (10) working days after the bid opening date. Failure to timely submit said original of EXHIBIT III may result in rejection of the bid. Submission of a bid bond in compliance with PART IV, Item 3 of these specifications does not eliminate the requirement of a company and an agency signature; however, the submission of a bid bond allows any authorized person from the company and the agency to sign the invitation in lieu of the designated authorized person.

- 6.1.1** The designated authorized representative of the insurance agency **shall** manually sign in ink the following:

**6.1.1.1** Form ORM-02

**6.1.1.2** Any amendments to the specifications

- 6.1.2** The designated authorized representative of the insurance company **shall** manually sign in ink the following:

**6.1.2.1** EXHIBIT III

- 6.2** All attachments **shall** be returned as follows:

**6.2.1** **Must** contain all information required by the IFB.

**6.2.2** The bid **shall** be priced as required in the IFB.

**6.2.3** **Must** be sealed in an envelope or box with security deposit attached, if required.

**6.2.4** **Must** be delivered to the Office of Risk Management - Administrative Section and officially clocked in no later than the exact time on the date as specified in the IFB.

**6.2.5** Entire IFB and Amendment(s) (if applicable) shall be returned except as otherwise provided in these specifications.

- 6.3** THE SEALED ENVELOPE OR BOX CONTAINING AN IFB SHALL BE CLEARLY MARKED ON THE OUTSIDE BOTTOM LEFT CORNER WITH THE FOLLOWING:

**6.3.1.** THE OFFICIAL IFB PROPOSAL NUMBER.

**6.3.2.** THE OFFICIAL CLOSE DATE AND TIME.

- 6.4** Please submit your bid with pages numbered in the bottom right-hand corner of each page in

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the following manner: 1 of 4, 2 of 4, etc.

## **7. Proposal Opening**

- 7.1** Shortly after the expiration of the official bid close date and time, bids will be opened. The bidders/contractors and the public are invited, but not required to attend the formal opening of bids. Prices will be read aloud to the public. However, no decisions related to an award of a contract **shall** be made at the opening.
- 7.2** Due to manpower limitation, buyers shall not repeat prices after an opening via telephone request. Please do not make such requests. However, upon written request a photocopy of the Summary of Quotations shall be mailed to interested bidders/contractors.

## **8. Late Proposals**

- 8.1** Any bid received by the DOA, Office of Risk Management after the exact bid closing date and time **shall** not be opened and **shall** not be evaluated regardless of the reason and mitigating circumstances related to its lateness or degree of lateness.
- 8.2** It is the bidder's/contractor's sole responsibility to insure that the proposal is physically received and officially clocked in as a sealed document by the DOA-Office of Risk Management in its offices no later than the official close date and time. Late bids **shall** be returned to bidders/contractors unopened.

## **9. Rejection of Bids**

An invitation for bids, a request for proposals, or other solicitation may be canceled or all bids or proposals may be rejected, if it is determined in writing by the chief procurement officer or his designee that such action is taken in the best interest of the State.

## **10. Public Notice of Awards**

- 10.1** ORM has no facilities for furnishing abstracts of bids; a complete record of all bids is on file in this office subject to inspection of any citizen who is interested in investigating, for any purpose, the record of State purchases.
- 10.2** Bidders are permitted to review competitors' bids and evaluate documents in accordance with the provisions of the Public Record Act, Louisiana R.S. 44:1 et seq. Such review **must** be conducted on site in ORM in accordance with the public records statutes.

## **11. Non-Award of Contract Due to Insufficient Funds**

ORM reserves the right to reject the bid for insurance coverage if the insured(s) does/do not have sufficient funds available with which to pay the premium.

## **12. Contract Resulting From an IFB**

- 12.1** The bidder/contractor is advised that the State of Louisiana does not sign standard contract forms. The IFB document issued by ORM contains signature lines for the designated authorized representative of the insurance agency and of the insurance company which **shall** be signed when submitted as a bid. Immediately below the bidder's/contractor's signature line is a section entitled "Notice of Award" which contains signature lines for officials of the State of Louisiana. To consummate a contract, officials of the State of Louisiana need only to sign the Notice of Award section of the form.
- 12.2** Be aware that the actual contract between the State of Louisiana and the bidder/contractor shall consist of the following documents: (1) IFB and any amendments issued thereto, (2) the proposal submitted by the bidder/contractor in response to the IFB, (3) the actual policy issued. In the event of a conflict in language between items 1, 2, and 3 referenced above, the provisions and requirements set forth and/or referenced in the IFB shall govern. ORM

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reserves the right to clarify any contractual relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the IFB and the bidder's/contractor's proposal. In all other matters not affected by the written clarification, if any, the IFB shall govern. The refusal of the bidder/contractor to conform to the provisions and requirements set forth and/or referenced in the IFB shall result in the award of the contract to the new lowest bidder/contractor. The bidder/contractor is cautioned that its proposal shall be subject to acceptance by ORM without further clarification. In the event of any discrepancies between the insurance requirements delineated in these bid specifications and the model policy provided herein, the bid specifications shall govern.

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## **PART II**

### **TECHNICAL SPECIFICATIONS**

#### **1. General Specifications**

- 1.1** The bidder/contractor **shall** provide aircraft hull, aircraft liability (to include non-owned aircraft and, where applicable, student renters liability), and airport liability coverage for State of Louisiana, all Departments, Agencies, Boards, and Commissions.
- 1.2** The bidder/contractor **shall** agree that underwriting information provided in the schedule is believed to be correct and it **shall** not be considered in any way a warranty by ORM and **shall** not impair the rates for the insurance coverage based upon the information provided.
- 1.3** Bids submitted by admitted companies (including reinsurance carriers which desire to submit bids for any coverage layer requested or excess of any coverage layer requested) licensed to do business in the State of Louisiana possessing a **Best's Insurance Reports policyholder's current rating of "A + +", "A +", "A" or "A-", with a financial rating of Class VIII or higher will be considered first.** Surplus line companies or non-admitted companies possessing a **Best's Insurance Reports policyholder's current rating of "A + +", "A +", "A" or "A-", with a financial rating of Class VIII or higher** will be considered and accepted only if acceptable bids are not tendered by an admitted company. The bidding company **shall** meet the qualifications mentioned above without regard to any cut-through endorsements to a higher company. Direct quotations from companies (including reinsurance carriers) **shall** be considered an alternate bid. Mutual companies which write assessable insurance policies are not acceptable and will not be considered for award of the bid.
- 1.4** The contract and policy term **shall** be for the period of time as reflected under EXHIBIT I.
- 1.5** Invoices for policies delivered and accepted **shall** be submitted (in duplicate) by the bidder/contractor on its own form directly to ORM, Division of Administration.
- 1.6** Contractor shall be required to furnish a quarterly report reflecting claims (cumulatively for policy year, not just activity for the quarter) opened and closed and claims reserved and paid per agency by policy year, including all allocated loss adjustment expenses until all claims are closed. Information to be reflected on the quarterly report for each individual claim shall include, but not be limited to, the following:
  - 1.6.6.1** Dates of loss;
  - 1.6.6.2** Status of claim (open, closed, reopened)
  - 1.6.6.3** Brief description of loss;
  - 1.6.6.4** State agency name;
  - 1.6.6.5** Amount of claim as indicated below (by coverage code, if applicable)
    - 1.6.6.1** Total incurred;
    - 1.6.6.2** Amount paid;
    - 1.6.6.3** Amount reserved;
    - 1.6.6.4** Amount recovered;
    - 1.6.6.5** Amount of loss adjustment expenses; and
    - 1.6.6.6** Net incurred.
- 1.7** All books and records of transactions under this contract **shall** be maintained by the bidder/contractor for a period of five (5) years from the date of the final payment under the contract.
- 1.8** The contractor **shall** make special filings of policy forms with the Louisiana Department of



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Insurance as needed to comply with coverage requested in these specifications during the entire policy period.

- 1.9** At the request of ORM, the insurance policy issued to include coverages as reflected in PART IV of these specifications will be revised by way of endorsements to the policy extending or deleting coverage as a result of any changes in units of exposure, if needed.
- 1.10** A bidder/contractor offering a direct sale of insurance to the State should have reduced the policy premium by the amount of the commission which would have been paid, as indicated by Louisiana R.S. 39:1631.
- 1.11** "It **shall** be unlawful for an agent (bidder/contractor) to split, pass on or share with any person, group, organization or other agent, except the State of Louisiana, all or any portion of the commission derived from the sale of insurance to the State..." Louisiana R.S. 39:1632.

## **2. General Required Endorsements**

The "policy of insurance" as used in this section **shall** mean policy issued by the successful bidder/contractor.

- 2.1** The cancellation provisions of the policy of insurance shall be replaced with the following:  
  

**"It is agreed that the guidelines set forth in this policy as regards cancellation of coverage are set aside and shall be inoperative to the extent that they are in conflict with the following verbiage:**

**The insured may cancel the policy by returning it to the company or by giving the company advance notice of the date cancellation is to take effect. The company may cancel or non-renew the policy by mailing to the insured by "Certified Mail, Return Receipt Requested" (at the insured's last known address by the company) written notice of cancellation at least:**

**Thirty (30) days before the effective date of cancellation if cancellation is due to nonpayment of premium; or**

**One hundred-twenty (120) days notice if cancellation or non-renewal is due to any other reason.**

**The company may deliver any notice instead of mailing it. A signed return receipt will be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period."**
- 2.2** The policy of insurance **shall** include this endorsement: **"Exclusions relating to employees shall only exclude liability for injuries, sickness and death, when such are compensable under the Louisiana Workers' Compensation Law."**
- 2.3** The policy of insurance **shall** include this endorsement: **"The inclusion of more than one Named Insured in the policy shall not affect the rights of any Named Insured as respects any claim or suit by any other Named Insured or by an employee or such other insured."**
- 2.4** The policy of insurance **shall** include this endorsement, unless a "Separation of Insureds" clause is part of the policy: **"The policy shall insure each Named Insured in the same manner as though a separate policy had been issued to each, but nothing contained herein shall operate to increase the company's liability as set forth elsewhere in this policy beyond the amount or amounts for which the company would have been liable if only one insured had been named, without the prior written approval of the Named Insured."**
- 2.5** The policy of insurance for PART I - AIRCRAFT INSURANCE **shall** include this endorsement: **"The bidder/contractor shall furnish automatic hull and liability coverage on all newly acquired owned aircraft for ninety (90) days. Limit of automatic hull coverage shall not exceed \$1,000,000. 'Newly acquired' shall be defined as the time at which the State has care, custody, and control of the aircraft."**

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Contractor shall furnish automatic liability coverage only on non-owned, confiscated, or borrowed aircraft for ninety (90) days.

Contractor shall furnish automatic hull and liability coverage on non-owned aircraft for ninety (90) days. Automatic hull coverage shall not exceed \$1,000,000.

- 2.6 The policy of insurance shall include this endorsement: "For the insurance afforded herein each State airplane, whether owned, leased, or borrowed, should, but is not required to, carry an airworthiness certificate."
- 2.7 The policy of insurance for Parts I and II shall include this endorsement: "For the insurance afforded herein, the State Risk Director for the Office of Risk Management/Division of Administration, State of Louisiana is authorized to act for all insureds respecting the giving and receiving of notice of cancellation, non-renewal or material change, receiving any return premium or dividend, and changing any provisions of this coverage. Such notice or changes shall be mailed in care of the Office of Risk Management, Division of Administration, Post Office Box 94095, Capitol Station, Baton Rouge, LA 70804-9095."
- 2.8 The policy of insurance shall include this endorsement: "For the insurance afforded herein, each State agency shall be considered a separate risk and policy conditions excluding the right of one insured to present a claim against another insured shall not be invoked between such State Agencies."
- 2.9 The policy of insurance shall include this endorsement: "It is understood and agreed that the company hereby waives its right of subrogation for hull coverages against LOOP, INC. However, said waivers shall apply only to the extent to which the Named Insured has, in writing, waived such right against LOOP, INC. This pertains to N9467Y, N61092, N70365 and N9667Q under the Department of Wildlife and Fisheries."
- 2.10 The policy of insurance shall include this endorsement: "It is understood and agreed that the company hereby waives its right of subrogation for hull coverages against Flight Safety International. However, said waiver shall apply only to the extent to which the Named Insured has, in writing, waived such right against Flight Safety for training of Named Insured's pilots as applies to all aircraft insured hereunder."
- 2.11 The policy of insurance shall include this endorsement: "It is understood and agreed that non-owned aircraft shall be defined as an aircraft that is not owned in whole or in part or leased under a long term lease agreement by a State agency."
- 2.12 The policy of insurance shall include this endorsement: "Coverage applies during the stated policy period while the aircraft is within the United States (excluding Alaska and Hawaii), Canada, Mexico, or while en route between these points."

### 3. Specific Required Endorsements

- 3.1 The policy of insurance shall include the following endorsements regarding Pilot Clause for the two respective coverages:
  - 3.1.1 PART I - Fixed-Wing Aircraft - The pilot clause shall read as follows: "Any pilot who has been approved by the Named Insured who possesses a commercial license and an instrument rating; or a student being trained for a commercial pilot's license."
  - 3.1.2 PART I - Rotary-Wing Aircraft - The pilot clause shall read as follows: "Any commercial rotary-wing rated pilot who has been approved by the Named Insured; or a student being trained for a commercial rotary-wing pilot's license."
- 3.2 The policy of insurance shall include the following endorsement regarding Person Carried for Hire or Reward Exclusion - "In consideration of the premium charged, it is agreed that reimbursement of expense for those agencies who carry for hire is as follows:

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Office of State Police (2220) - \$400 per hour for the helicopters and \$300 per hour for the twin engine aircraft. State Police only carries other State employees for hire when requested and when an aircraft and pilot are available at that particular time. (Rates subject to change)"

4. **Delivery Dates and Location**

- 4.1 The policy of insurance **shall** be received by ORM within forty-five (45) days from the inception date of the policy and **shall** not be delivered to any other State agency.
- 4.2 Coverage binder **shall** be received by ORM within five (5) days of the date award is made.
- 4.3 Bidder/Contractor shall issue endorsement(s) to any additional insured(s) as requested by the Named Insured.

5. **Claims Service**

- 5.1 The bidder/contractor **shall** provide claims service for the aircraft hull, aircraft liability, and airport liability coverage.
- 5.2 The claims service **shall** be responsible for the handling of the State's aircraft hull and liability claims in excess of the self-insured retention, and airport liability claims to their conclusion in a professional manner. Should the contract be terminated, the bidder/contractor **shall** remain responsible for occurrences that take place during the policy period.
- 5.3 Aircraft hull and liability claims which do **not** exceed the self-insured retention will be adjusted by ORM Claims staff. The bidder/contractor **shall** work in concert with the State adjusters for aircraft hull and liability claims in excess of the self-insured retention. ORM will report all aircraft hull and liability claims to the bidder/contractor.
- 5.4 The following guidelines **shall** be followed for the handling of claims:

ORM Estimated  
Claim Value

Adjusting Service

\$0 to \$25,000

ORM **shall** have the option to assign to an outside selected/approved adjuster or to adjust in-house at ORM's own expense.

\$25,000 and over

Claims **shall** be handled by outside selected/approved adjuster hired by the bidder/contractor at their own expense.

- 5.5 ORM **shall** be responsible for the payment of the adjusting cost when ORM hires the adjuster for any claim which falls below our retention (\$0 to \$25,000). Bidder/Contractor **shall** be responsible for the payment of the adjusting cost whenever bidder/contractor hires the adjuster, even if the claim and/or expenses are less than the retention (\$0 to \$25,000). Bidder/Contractor **shall** reimburse ORM for claims service expenditures as regards any claim which exceeds ORM's retention.
- 5.6 Claims reporting will be made by ORM to the agent-of-record only and the agent-of-record will be responsible for complying with insurance company reporting requirements.

6. **Rates**

The contractor **shall** provide ORM with the rate(s) per unit of exposure corresponding to premium indicated on EXHIBIT I as regards aircraft hull, aircraft liability, non-owned aircraft liability, student renters liability, and airport liability coverage for the State of Louisiana, all Departments, Agencies, Boards, and Commissions. The rate(s) **shall** be indicated on EXHIBIT II of these specifications.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART III</i>	*		*	
AC-53	*	<i>GENERAL CONTRACTUAL</i>	*	May 7, 2002	*	12 of 26
		<i>REQUIREMENTS</i>				

### **PART III**

#### **GENERAL CONTRACTUAL REQUIREMENTS**

1. Bidder/Contractor **shall** be bound by the provisions of Louisiana R.S. 39:1551, et. seq., (The Louisiana Procurement Code).
2. Unless otherwise provided by law, a contract for services may be entered into for periods of not more than three years. No contract **shall** be entered into for more than one year unless the length of the contract was clearly indicated in these specifications. At the option of the State of Louisiana and upon acceptance by the bidder/contractor, any contract awarded for one year may only be extended for two additional twelve-month periods -- not to exceed a total contract period of thirty-six (36) months.
3. **Appropriation Dependency Clause**
  - 3.1 The continuation of this agreement is contingent upon the appropriation of funds, to fulfill the requirements of the agreement, by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of this agreement, or if a lawful gubernatorial order issued in or for any given fiscal year during the term of this agreement, reducing the funds appropriated in such amounts as to preclude making the payments set out herein, the agreement **shall** terminate on the date said funds are no longer available without any liability incurring onto the State other than to make payment for services rendered prior to the termination date.
  - 3.2 However, the State **shall** be under a duty to make such determination only in good faith, and not arbitrarily and without justification, to cancel this agreement for the sole purpose of acquiring from another vendor other products of comparable quality and value, and the State agrees that it will use its best efforts to obtain approval of necessary funds to fulfill the obligations of this agreement by taking the appropriate action to request adequate funds to continue this agreement.
4. Endorsements extending and/or deleting coverage which are issued to the policy of insurance **must** reflect any increases or decreases in the amount of the bidders'/contractors' compensation (premium) and **shall** serve to modify or amend the premium as reflected on EXHIBIT I of these bid specifications. No other method, and/or no other document, including correspondence, acts and oral communications by or from any person, **shall** be construed as a modification or supplementation of the contract except as herein delineated as regards amendments and endorsements.
5. In the event the company or companies originally contracted with by ORM fail(s) to perform, ORM **shall** allow substitution for such company or companies if the parties sought to be substituted meet other criteria established by these specifications. In the event substitution of company or companies occurs, company signature pages signed by the replacement company or companies **must** also be submitted to ORM.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART IV	*		*	
AC-53	*	GENERAL BID	*	May 7, 2002	*	13 of 26
		INFORMATION				

## PART IV

### GENERAL BID INFORMATION

#### **1. Special Instructions to Bidder**

- 1.1** The bidder/contractor **must** respond to this IFB by submitting all data required herein in order for this bid to be evaluated and considered for award. Failure to submit such data **shall** be deemed sufficient cause for disqualification of a bid from further consideration of award.
- 1.2** The bidder/contractor **shall** provide **aircraft hull, aircraft liability (to include non-owned aircraft and, where applicable, student renters liability), and airport liability coverage which must equal or exceed the coverage provided in the sample policies in SCHEDULE E of these specifications.**
- 1.3** Any change or restriction in conditions, warranties, or exclusions from the underlying policies or from these specifications **must** be completely explained in writing and attached to the bid. Any such deviations which provide less coverage than that required in the underlying policies and these bid specifications **shall** be considered an alternate quotation. Any such change or restriction **shall** be indicated on EXHIBIT V of these specifications. **Submission of sample policy(ies) shall not be considered to be in compliance with the above stipulations.**
- 1.4** ORM reserves the right to reject any or all bids.
- 1.5** Bidder/Contractor is bound by all of the terms, prices and conditions of its bid for a term of sixty (60) days after bid opening. No bid may be withdrawn prior to the expiration of that sixty (60) day period.
- 1.6** Bids will be awarded by competitive sealed bidding, pursuant to R.S. 39:1594. Only dollar values stated in EXHIBIT I will be considered for award of the bid. The DOA/ORM reserves the right to award the bid for the option which provides the highest limit of coverage at the lowest premium within the individual budget agency(ies) allocated funding, if applicable.
- 1.7** A contract or order resulting from this invitation **shall** be awarded in response to a bid providing the lowest responsible and responsive bid to the State of Louisiana.
- 1.8** Any award of the contract resulting from this invitation **shall** be made by written notification from ORM.
- 1.9** **As respects this bid, company name and signature of designated authorized representative of the insurance company shall be indicated on EXHIBIT III of these specifications. Submission of a bid bond in compliance with PART IV, Item 3 of these specifications does not eliminate the need for a company signature; however, the submission of a bid bond allows any authorized person from the company to sign the invitation in lieu of the designated authorized person.**

#### **2. Pricing Information**

- 2.1** The bidder/contractor **shall** provide fixed rates for services as required by the Technical Specifications. These costs **shall** be shown on the forms attached as EXHIBIT I and EXHIBIT II, which **must** be returned with the proposal along with the entire IFB document.
- 2.2** The bidder/contractor **must** provide other information as required in EXHIBIT I.
- 2.3** The bidders/contractors **must** provide the fleet discount applicable to the hull premiums quoted in EXHIBIT I. This is for informational purposes only. Bid will be awarded based on the actual total premium quoted.
- 2.4** The bidder's/contractor's quotation **shall** be based on the following:

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART IV	*		*	
AC-53	*	GENERAL BID	*	May 7, 2002	*	14 of 26
		INFORMATION				

**2.4.1 Guaranteed Cost Plan** - Any Proposal submitted by the bidder/contractor **must** be submitted on the form herein provided with the blank spaces filled in showing the annual premium based on the coverages reflected in PART IV of these specifications.

**2.5** Percentage of commission return **shall** reflect that percentage of the total premium which will be returned to the State by the successful bidder/contractor, if applicable, and as allowed in Louisiana R.S. 39:1631 and Louisiana R.S. 39:1632.

**2.6** Any increase and/or decrease in premiums during the policy period **shall** increase and/or decrease the amount of commission return to the same degree of percentage as the original commission return utilized in the net premium determination.

### **3. Bidder Information**

**3.1** As regards the insurance company and an incorporated insurance agency, the bidder/contractor shall attach either one of the following (Items 3.1.1 or 3.1.2) to the proposal:

**3.1.1** Board resolution or power of attorney (with seal):

**3.1.1.1** giving the designated authorized representative of the insurance agency authority to tender a premium quotation on behalf of the insurance agency.

**3.1.1.2** giving the designated authorized representative of the insurance company authority to tender a premium quotation on behalf of the insurance company.

**3.1.1.3** giving the designated authorized representative of the insurance agency authority to tender a premium quotation on behalf of the insurance company.

**3.1.2** Bid bond in an amount equal to at least 10% of the Net Annual Installment Premium reflected on EXHIBIT I of these specifications or \$100,000, whichever is more. Bid bonds for 10% of Net Annual Premium can be rounded to the nearest dollar.

**3.2** As regards an unincorporated insurance agency (sole proprietor agency), the bidder/contractor shall attach either one of the following Items (3.2.1 or 3.2.2) to the proposal.

**3.2.1** Notarized affidavit, board resolution or power of attorney (with seal):

**3.2.1.1** giving documentation from the Louisiana Insurance Department reflecting proof of ownership of the agency.

**3.2.1.2** giving the designated authorized representative of the insurance company authority to tender a premium quotation on behalf of the insurance company.

**3.2.1.3** giving the designated authorized representative of the insurance agency authority to tender a premium quotation on behalf of the insurance company.

**3.2.2** Bid bond in an amount equal to at least 10% of the Net Annual Installment Premium reflected on EXHIBIT I of these specifications or \$100,000, whichever is more. Bid bonds for 10% of Net Annual Premium can be rounded to the nearest dollar.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART IV	*		*	
AC-53	*	GENERAL BID	*	May 7, 2002	*	15 of 26
		INFORMATION				

**3.3** The bidder/contractor **must** submit with its response to this IFB, a certificate of insurance showing proof of errors and omissions coverage on the agent and/or broker with limits of liability of at least \$1,000,000. This errors and omissions coverage **must** be maintained throughout the period of this contract.

**3.4** The bidder/contractor **must** submit a narrative description of the claim service it proposes to provide. The narrative should include, but not necessarily limited to, a description of the claim handling procedures (routine processing) commencing with the date of loss, reaction time on claims and length of time before a claims payment will be made. The bidder/contractor **shall** be held contractually responsible for information provided in EXHIBIT IV.

#### **4. Insurance Required**

**4.1** The contractor **shall** provide aircraft hull, aircraft liability (to include non-owned aircraft and, where applicable, student renters liability), and airport liability coverage subject to the following:

##### **4.1.1 COVERAGE PART I - AIRCRAFT INSURANCE**

###### **A. Hull Insurance**

- 1) Hull Value - See SCHEDULE A for values.
- 2) Retention - 15% of agreed upon hull value with a minimum retention of \$5,000 and a maximum retention of \$25,000.

###### **B. Liability Insurance**

- 1) Limit of Liability - \$100,000,000 each occurrence (no aggregate)  
Retention - \$25,000 each occurrence
- 2) Passenger Liability Limit - \$5,000,000 each occurrence (no aggregate)(except those aircraft specifically excluded under C. below)  
Retention - \$25,000 each occurrence
- 3) Student Renters Liability Limit - \$1,000,000 each occurrence (for Louisiana Tech University and Northwestern State University only)
- 4) Non-owned Liability with a minimum seat limit of 40 for all State Departments, Agencies, Boards, and Commissions

**C.** As respects the aircraft listed below, the bodily injury/property damage **shall** be \$100,000,000 each occurrence and **shall exclude** passenger liability:

Louisiana Technical College – Sowela Campus  
Boeing 720-022, N7224U

This permanently grounded aircraft is bolted to the ground and has had all of its seats removed. The engines have not run in over 10 years and cannot be turned over. It is used in the Aircraft Modification Center of the college for instructional purposes only.

##### **4.1.2 COVERAGE PART II - AIRPORT LIABILITY** - Including blanket products and completed operations liability (including Rotary-Wing aircraft). Additional information is included in SCHEDULE C.

- 1) Limit of Liability - \$100,000,000 (no aggregate)
- 2) Retention – None
- 3) Additional Insureds – See SCHEDULE C.
- 4) Hangarkeepers Liability (for Office of Forestry and Ascension - St. James Airport Authority only)
  - A) With respect to any one aircraft: \$100,000
  - B) With respect to a casualty or disaster or loss or series of losses arising out of one event involving a number of aircraft: \$200,000

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART IV</i>	*		*	
AC-53	*	<i>GENERAL BID</i>	*	May 7, 2002	*	16 of 26
		<i>INFORMATION</i>				

**4.2** It is understood and agreed that the coverage requested in **PART I** and **PART II** shall not include the Extended Coverage Endorsements as they relate to the War, Hi-Jacking and Other Perils Exclusion Clause. The State of Louisiana has elected not to purchase the terrorism buy-back option.

**4.3** The following **shall** be named as Additional Insured(s) as respects:

<u>Department</u>	<u>Additional Insured</u>	<u>FAA NUMBER</u>
Wildlife & Fisheries	LOOP, Inc.	N9467Y, N61092, N70365, N9667Q
All Departments	Flight Safety International	All Aircraft
Office of Forestry	U.S. Forestry Service	N6611M, N12991, N98188

Other "Additional Insureds" **shall** be added upon written request by ORM.

**5. Underwriting Information**

It is understood and agreed that all information provided **shall not** be a condition for insurance coverage to be in force and effect and/or **shall not** hinder insurance coverage in any way.

Underwriting information as regards schedule of aircraft to be insured can be found in SCHEDULE A. Prior premiums and loss experience can be found in SCHEDULE D. The purposes and uses of the aircraft by agency can be found in SCHEDULE F. A list of pilots currently authorized to fly fixed-wing and rotary-wing aircraft can also be found in SCHEDULE F.



PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT I</i>	*		*	
AC-53	*	<i>BID QUOTATION</i>	*	May 7, 2002	*	17 of 26
		<i>FORM</i>				

**EXHIBIT I**

**BID QUOTATION FORM**

The bidder/contractor proposes to furnish a policy(ies) providing insurance for the premium(s) stated below for the State of Louisiana - All State Departments, Agencies, Boards, Commissions effective for the period of **July 01, 2002 to July 01, 2003 with two (2) one-year options to renew at the same rates.**

**For: Coverage PART I - A. Aircraft Hull Coverage**

		Annual Installment Premium	Less Commission Return (Per LA R.S. 39:1632)	Net Annual Installment Premium
A.	0550 Dept. of Transportation & Dev.	\$ _____	- _____ (    %) \$ _____	
B.	2220 Office of State Police	\$ _____	- _____ (    %) \$ _____	
C.	2414 Dept. of Environmental Quality	\$ _____	- _____ (    %) \$ _____	
D.	2810 Dept. of Wildlife & Fisheries	\$ _____	- _____ (    %) \$ _____	
E.	3710 Dept. of Agriculture	\$ _____	- _____ (    %) \$ _____	
F.	3900 Office of Forestry	\$ _____	- _____ (    %) \$ _____	
G.	4678 Southern University at Shreveport	\$ _____	- _____ (    %) \$ _____	
H.	4998 Louisiana Tech University	\$ _____	- _____ (    %) \$ _____	
I.	5158 Northwestern State University	\$ _____	- _____ (    %) \$ _____	
J.	6320 LTC – Lafayette Campus	\$ _____	- _____ (    %) \$ _____	
K.	6410 LTC – Sowela Campus	\$ _____	- _____ (    %) \$ _____	
<b>TOTAL:</b>		\$ _____	- _____ (    %) \$ _____	

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT I</i>	*		*	
AC-53	*	<i>BID QUOTATION</i>	*	May 7, 2002	*	18 of 26
		<i>FORM</i>				

**EXHIBIT I - CONTINUED**

**BID QUOTATION FORM**

**For: Coverage PART I - B. Aircraft Liability Coverage** (including non-owned aircraft liability and, where applicable, student renters liability)

		Annual Installment Premium	Less Commission Return (Per LA R.S. 39:1632)	Net Annual Installment Premium
A. 0550	Dept. of Transportation & Dev.	\$ _____	- _____ (    %) \$ _____	\$ _____
B. 2220	Office of State Police	\$ _____	- _____ (    %) \$ _____	\$ _____
C. 2414	Dept. of Environmental Quality	\$ _____	- _____ (    %) \$ _____	\$ _____
D. 2810	Dept. of Wildlife & Fisheries	\$ _____	- _____ (    %) \$ _____	\$ _____
E. 3710	Dept. of Agriculture	\$ _____	- _____ (    %) \$ _____	\$ _____
F. 3900	Office of Forestry	\$ _____	- _____ (    %) \$ _____	\$ _____
G. 4678	Southern University at Shreveport	\$ _____	- _____ (    %) \$ _____	\$ _____
H. 4998	Louisiana Tech University	\$ _____	- _____ (    %) \$ _____	\$ _____
I. 5158	Northwestern State University	\$ _____	- _____ (    %) \$ _____	\$ _____
J. 6320	LTC – Lafayette Campus	\$ _____	- _____ (    %) \$ _____	\$ _____
K. 6410	LTC – Sowela Campus	\$ _____	- _____ (    %) \$ _____	\$ _____
L.	ALL OTHER AGENCIES: Non-Owned Aircraft Liability	\$ _____	- _____ (    %) \$ _____	\$ _____
<b>TOTAL:</b>		\$ _____	- _____ (    %) \$ _____	\$ _____

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT I</i>	*		*	
AC-53	*	<i>BID QUOTATION</i>	*	May 7, 2002	*	19 of 26
		<i>FORM</i>				

**EXHIBIT I - CONTINUED**

**BID QUOTATION FORM**

**For: Coverage PART II - Airport Liability Coverage**

		Annual Installment Premium	Less Commission Return (Per LA R.S. 39:1632)	Net Annual Installment Premium
A. 0230	Office of Military Affairs	\$ _____	- _____ (    %) \$ _____	\$ _____
B. 0440	Office of Aircraft Services	\$ _____	- _____ (    %) \$ _____	\$ _____
C. 0550	Dept. of Transportation & Dev.	\$ _____	- _____ (    %) \$ _____	\$ _____
D. 0910	E.A. Conway Medical Center	\$ _____	- _____ (    %) \$ _____	\$ _____
E. 0914	Huey P. Long Medical Center	\$ _____	- _____ (    %) \$ _____	\$ _____
F. 2030	LA State Penitentiary	\$ _____	- _____ (    %) \$ _____	\$ _____
G. 2080	Dixon Correctional Institute	\$ _____	- _____ (    %) \$ _____	\$ _____
H. 2810	Dept. of Wildlife & Fisheries	\$ _____	- _____ (    %) \$ _____	\$ _____
I. 3900	Office of Forestry	\$ _____	- _____ (    %) \$ _____	\$ _____
J. 6410	LTC – Sowela Campus	\$ _____	- _____ (    %) \$ _____	\$ _____
K. 7225	Ascension-St. James Airport	\$ _____	- _____ (    %) \$ _____	\$ _____
<b>TOTAL:</b>		\$ _____	- _____ (    %) \$ _____	\$ _____

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT I</i>	*		*	
AC-53	*	<i>BID QUOTATION</i>	*	May 7, 2002	*	20 of 26
		<i>FORM</i>				

**EXHIBIT I - CONTINUED**

**BID QUOTATION FORM**

**For: Coverage PARTS I and II (TOTALS)**

	<u>Total Annual Installment Premium<sup>1</sup></u>	<u>Less Commission Return<sup>2</sup> (Per LA R.S. 39:1632)</u>	<u>Net Annual Installment Premium</u>
Grand Total Annual Premium	\$ _____	- _____ (    %) \$ _____	
Fleet Discount (applicable to hull premiums)	\$ _____		

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<sup>1</sup>In the event the percentages of policy tax, or surplus lines tax or other taxes increase due to changed legislation, the bidder(s)/contractor(s) **shall** absorb the increases as the State cannot pay more than the amounts quoted on the successful bid except in the instances of increased coverage.

<sup>2</sup>For explanation refer to PART II - Technical Specifications, Subsection 1, General Specifications, Paragraph 1.10 and PART IV - General Bid Information, Subsection 2, Pricing Information, Paragraph 2.5.  
**Bidder/Contractor must reflect percentage of total premium which will be returned to the State.**

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT IV</i>	*		*	
AC-53	*	<i>CLAIMS HANDLING</i>	*	May 7, 2002	*	21 of 26
		<i>NARRATIVE</i>				

**EXHIBIT II**

**PREMIUM RATES**

The bidder/contractor shall indicate below the rate(s) per unit of exposure corresponding to the premium indicated on EXHIBIT I. (If additional space is required, supplemental pages that are identified should be attached for the bidder's/contractor's complete response.)

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT IV</i>	*		*	
AC-53	*	<i>CLAIMS HANDLING</i>	*	May 7, 2002	*	22 of 26
		<i>NARRATIVE</i>				

**EXHIBIT III**

**COMPANY SIGNATURE PAGE**

INSURANCE COMPANY OR COMPANIES TO BE USED AND PERCENTAGE OR LAYER OF COVERAGE TO BE PROVIDED BY EACH: (If additional space is required supplemental pages that are identified should be attached for insurance company name and signature)

NOTE: See signature requirements per PART I, Item 6 and PART IV, Item 1.9.

Insurance Company Name: \_\_\_\_\_

Signature of Designated Authorized Representative of the Insurance Company:

\_\_\_\_\_

Percentage or Layer of Coverage to be Provided:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: Bidder/Contractor Must Answer the Following Questions:

- |  | <b>YES</b>               | <b>NO</b>                |
|--|--------------------------|--------------------------|
| 1) Is insurance company an assessable mutual company? <sup>3</sup>         | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) Is insurance company licensed to do business in Louisiana? <sup>3</sup> | <input type="checkbox"/> | <input type="checkbox"/> |

\_\_\_\_\_  
<sup>3</sup>See PART II, Item 1.3 of these specifications

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT IV</i>	*		*	
AC-53	*	<i>CLAIMS HANDLING</i>	*	May 7, 2002	*	23 of 26
		<i>NARRATIVE</i>				

**EXHIBIT IV**

**CLAIMS HANDLING PROCESS NARRATIVE**

Bidders/Contractors **shall** respond to the following:

Provide a narrative description of the claims handling procedures (routine processing) to be used in servicing the account for the State of Louisiana aircraft fleet and airports. The description should include, but **not** be limited to, the routine processing of claims, the reaction time to a new loss, and the length of time before a claim's payment will be made. (If additional space is required, supplemental pages that are identified should be attached for the bidder's/contractor's complete response.)

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT V</i>	*		*	
AC-53	*	<i>COVERAGE</i>	*	May 7, 2002	*	24 of 26
		<i>DEVIATIONS</i>				

**EXHIBIT V**

**COVERAGE DEVIATIONS**

**Bidder/Contractor shall indicate below any change or restriction in conditions, warranties, or exclusions from the aviation and airport coverage required by these specifications. Submission of sample policy shall not be considered as compliance with above stipulations. Non-disclosure of changes/restrictions shall be interpreted to mean policy to be issued will be in compliance with coverage requested in these specifications.**



PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	EXHIBIT VI	*		*	
AC-53	*	BIDDER'S	*	May 7, 2002	*	25 of 26
		CHECK LIST				

**EXHIBIT VI**

**BIDDER'S CHECK LIST**

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1. Entire IFB returned (per page 5, item 6.2.5).
<input type="checkbox"/>	<input type="checkbox"/>	2. Page 21 (EXHIBIT III) signed by designated authorized representative of the insurance company (per page 5, item 6.1.2 and page 13, item 1.9).
<input type="checkbox"/>	<input type="checkbox"/>	3. Insurance Company Name has been indicated on Page 21 (EXHIBIT III) per page 13, item 1.9.
<input type="checkbox"/>	<input type="checkbox"/>	4. Form ORM-2 signed in ink by designated authorized representative of the insurance agency (per page 5, item 6.1.1).
<input type="checkbox"/>	<input type="checkbox"/>	5. Amendment(s) (if applicable) signed in ink by designated authorized representative of the insurance agency (per page 5, item 6.1.1).
<input type="checkbox"/>	<input type="checkbox"/>	6. Amendment(s) (if applicable) returned (per page 5, item 6.2.5 and page 4, item 4.2).
NOTE: ITEMS 7A, 7B, AND 7C; <u>OR</u> 8A, 8B, AND 8C; <u>OR</u> 9 IS REQUIRED.		
<input type="checkbox"/>	<input type="checkbox"/>	7A. Board resolution/power of attorney (per page 14, item 3.1.1.1) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	7B. Board resolution/power of attorney (per page 14, item 3.1.1.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	7C. Board resolution/power of attorney (per page 14, item 3.1.1.3) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	8A. Notarized affidavit, board resolution/power of attorney (per page 14, item 3.2.1.1) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	8B. Notarized affidavit, board resolution/power of attorney (per page 14, item 3.2.1.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	8C. Notarized affidavit, board resolution/power of attorney (per page 14, item 3.2.1.3) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	9. Bid Bond (per page 14, item 3.1.2 or page 14, item 3.2.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	10. Claims narrative submitted (per page 15, item 3.4 and page 21, EXHIBIT IV).
<input type="checkbox"/>	<input type="checkbox"/>	11. Were any coverage and/or services deviations submitted on page 24, EXHIBIT V (per page 13, item 1.3)?
<input type="checkbox"/>	<input type="checkbox"/>	12. Does insurance company have current Best Rating of "A + +", "A +", "A" or "A-", Class VIII or higher (per page 8, item 1.3)?
<input type="checkbox"/>	<input type="checkbox"/>	13. Errors and Omissions Certificate (per page 15, item 3.3) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	14. Were premium quotations indicated on EXHIBIT I, page 17 (per page 13, items 2.1 and 2.2.)?
<input type="checkbox"/>	<input type="checkbox"/>	15. Was commission return percentage factor reflected on EXHIBIT I, page 17 (per page 14, item 2.5)?
<input type="checkbox"/>	<input type="checkbox"/>	16. Were premium rates indicated on Exhibit II, page 20(per page 11 , item 6 and page 13, item 2.1)?
<input type="checkbox"/>	<input type="checkbox"/>	17. Are responses to questions on EXHIBIT III, page 21 in compliance with requirements in Item 1.3 on page 8?
<input type="checkbox"/>	<input type="checkbox"/>	18. Page 26 (Exhibit VII) signed by bidder/contractor.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT VII</i>	*		*	
AC-53	*	<i>NON-RETURNABLE</i>	*	May 7, 2002	*	26 of 26
		<i>SECTION</i>				

**EXHIBIT VII**

**NON-RETURNABLE SECTION**

The following pages are made part of this bid specification package, but **do not** have to be returned with a quotation. It is the bidder/contractor's responsibility to ensure that all pages have been received and reviewed. This page **must** be returned as part of the bid quotation. If this page is not signed and returned, the submitted bid will be disqualified.

	<u>Pages</u>
Schedule A – Schedule of Aircraft	1 - 2
Schedule B – Non-owned Aircraft Exposure	3 - 10
Schedule C – Airport Liability	11 - 12
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By signing this page, the bidder/contractor acknowledges that the above schedules have been received in full and reviewed.

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Signature of Bidder/Contractor